

EXHIBIT “6”

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

DAVID OPPENHEIMER,)	C/A NO.: 2:20-cv-04219-DCN
)	
Plaintiff,)	
)	
v.)	
)	PLAINTIFF'S FIRST
DAVID DRUAND WILLIAMS; ASHLEY)	SUPPLEMENTAL OBJECTIONS
RIVER PROPERTIES, II, LLC d/b/a RIPLEY)	AND ANSWERS TO DEFENDANTS'
LIGHT YACHT CLUB; KRITI RIPLEY,)	FIRST INTERROGATORIES
LLC; KELLEY POE; and JOHN DOE,)	
)	
Defendant.)	
)	

TO: Defendants, David Drurand Williams, Ashley River Properties, II, LLC d/b/a Ripley Light Yacht Club; Kriti Ripley, LLC; Kelley Poe and John Doe, by and through their counsel of record, Ryan D. Ellard, Via E-Mail: Ryan.Ellard@wbd-us.com.

Pursuant to Fed.R.Civ.Pro. 33, Plaintiff, David Oppenheimer submits Plaintiff's First Supplemental Objections and Responses to First Interrogatories. Plaintiff reserves the right to supplement or amend these responses as permitted by Fed.R.Civ.Pro. and/or any applicable Scheduling Order.

Dated: June 17, 2021

LEJUNE LAW FIRM

By: [/s Dana A. LeJune \(TX 12188250\)](#)
 Dana A. LeJune
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 Houston, Texas 77008
 Ofc: 713-942-9898
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CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of June 2021, I served a copy of the foregoing *Plaintiff's Objections and Answers to First Interrogatories* to counsel of record in this proceeding via email and will mail a printed copy to counsel's offices *upon request*.

Ryan D. Ellard, Federal Bar No. 12819

Ryan.Ellard@wbd-us.com

/s DANA A. LEJUNE

INTERROGATORIES

1. Please set forth your employment history from December 6, 2010 through the present, including a precise description of your job responsibilities with each of your employers.

ANSWER:

Plaintiff objects to this interrogatory because it is overbroad, unduly burdensome, and unlimited in time and scope. Plaintiff also objects to this interrogatory because it is unrelated to any claim or defense of the parties to this litigation and, therefore, not proportional to the needs of the case.

Subject to and without waiver of this objection, since December 6, 2010, Oppenheimer has been employed by Performance Impressions, LLC, working as a professional photographer offering photography print sales and licensing of original photographs he creates. Oppenheimer has also run a business under the name Surpass Marketing, creating websites, photography, performing social media promotion, and SEO work. Oppenheimer has worked as an election work and election judge with the Buncombe County Board of Elections. Oppenheimer has worked with Copyright Services International performing registration work for clients. Further, Oppenheimer is a managing member of Hamlit, LLC, offering long term residential rentals in the Asheville, North Carolina area.

2. If you ever have been a party to any civil lawsuit or civil action (excluding this Case), provide the basis thereof and where applicable identify any alleged copyright rights and/or allegedly copyrightable works at-issue, the date, the names of the parties, the title of each action, the relevant court and civil action number, your relationship to the civil action, and the outcome of the civil action or settlement, including where applicable state in US Dollars any amount(s) recovered by you via judgment, award, settlement, or otherwise for each such instance.

ANSWER:

Plaintiff objects to this request on the basis that it is overbroad, vague, ambiguous and calls for information that is equally accessible to Defendant through public records. Plaintiff further objects to this request on the basis that it calls for information that is irrelevant to any claim or defense of any party to this litigation and is not proportionate to the needs of the case. Plaintiff objects to this interrogatory to the extent that it seeks information which is protected by the attorney-client, work-product, and/or investigation privilege regarding the research of unrelated and irrelevant third party infringers. Plaintiff further objects to this interrogatory on the basis that it calls for information – such as amount(s) recovered – that are protected under strict confidentiality agreements and cannot be disclosed under said agreements.

Subject to and without waiver of these objections, all such records are publicly available at pacer.gov.

SUPPLEMENTAL RESPONSE:

Subject to and without waiver of the objections above, please see the following:

Case Number	Case Title	Court ID	Case Type	Date Filed	Date Terminated
4:2011cv40211	Oppenheimer v. InYourSpeakers Media, LLC	madc	cv	11/3/2011	8/3/2012
3:2012cv00111	Oppenheimer v. Hello Network, Inc et al	kywdc	cv	3/1/2012	5/14/2012
2:2012cv04038	OPPENHEIMER v. SELECT-A TICKET, INC. et al	njdc	cv	6/29/2012	2/28/2013
1:2012cv11515	Oppenheimer v. WhoFish Media, Inc.	madc	cv	8/15/2012	10/2/2013
2:2012cv02539	Oppenheimer v. Cool Music Network, LLC	ksdc	cv	8/16/2012	3/1/2013
4:2013cv02542	Oppenheimer v. Gramophone, LLC, et al	moedc	cv	12/20/2013	2/9/2015
3:2014cv00499	Oppenheimer et al v. Allvoices. Inc.	candc	cv	1/31/2014	1/29/2015
2:2014cv00610	Oppenheimer et al v. ESeats Incorporated et al	azdc	cv	3/24/2014	6/19/2014
2:2014cv05607	David Oppenheimer v. Woven Digital, LLC et al	cacdc	cv	7/18/2014	12/11/2014
1:2014cv00208	Oppenheimer et al v. Holt et al	ncwdc	cv	8/12/2014	5/4/2015
2:2014cv03425	Oppenheimer et al v. Beach Residential LLC	scdc	cv	8/24/2014	2/26/2015
2:2014cv00085	Oppenheimer v. Compugeeks Computer and I.T. Solutions, Inc. et al	tnmdc	cv	9/11/2014	10/8/2014
1:2014cv08085	Oppenheimer v. Kaplan Lawyers, P.C.	nysdc	cv	10/7/2014	11/20/2014
2:2014cv02211	Oppenheimer v. TicketBiscuit LLC et al	alndc	cv	11/14/2014	4/16/2015
1:2014cv14329	Oppenheimer et al v. WhoFish Media, Inc.	madc	cv	12/4/2014	6/30/2015

1:2014cv14332	Oppenheimer et al v. POP Entertainment, LLC	madc	cv	12/4/2014	2/23/2015
1:2014cv09950	Oppenheimer v. EnergyGuard Atlantic, LLC et al	nysdc	cv	12/17/2014	1/23/2015
1:2014cv04066	Oppenheimer v. Maestro Music, Inc. et al	gandc	cv	12/23/2014	4/26/2016
1:2014cv04066	Oppenheimer v. Maestro Music, Inc. et al	gandc	cv	12/23/2014	4/26/2016
2:2015cv01337	Oppenheimer v. D'Addario & Company, Inc.	nyedc	cv	3/15/2015	8/10/2015
2:2015cv01337	Oppenheimer v. D'Addario & Company, Inc.	nyedc	cv	3/15/2015	8/10/2015
1:2015cv00552	Oppenheimer et al v. Anschutz Entertainment Group, Inc.	codc	cv	3/17/2015	5/29/2015
2:2015cv01240	Oppenheimer v. West Coast Aerial Services, et al.,	caedc	cv	6/10/2015	9/1/2016
3:2015cv03676	Oppenheimer v. Boulevards New Media, Inc. et al	candc	cv	8/12/2015	1/6/2016
3:2015cv30177	Oppenheimer v. Pamal Broadcasting, Ltd.	madc	cv	10/7/2015	2/19/2016
2:2015cv04504	Oppenheimer et al v. Grossman Atlantic LP	scdc	cv	11/6/2015	1/5/2016
2:2016cv00336	Oppenheimer et al v. Brand Name Real Estate of SC Inc	scdc	cv	2/3/2016	11/14/2016
1:2016cv01677	Oppenheimer v. Real Estate On-Line, LLC	nysdc	cv	3/4/2016	11/16/2016
1:2016cv03006	Oppenheimer et al v. Naperville Fitness, LLC et al	ilndc	cv	3/9/2016	6/10/2016
1:2016cv02176	Oppenheimer v. Haute Media, LLC et al	nysdc	cv	3/24/2016	1/26/2017
3:2016cv00219	Oppenheimer, David v. Benso, Michael et al	wiwdc	cv	4/6/2016	1/5/2017
2:2016cv01210	Oppenheimer et al v. Sand Dollar Real Estate Group LLC	scdc	cv	4/18/2016	4/19/2017
1:2016cv10835	Oppenheimer et al v. Webedia Entertainment, LLC	madc	cv	5/4/2016	8/15/2016
1:2016cv11503	Oppenheimer et al v. Gavel Media, Inc.	madc	cv	7/20/2016	12/13/2016
1:2016cv11593	Oppenheimer et al v. Townsquare Media, Inc.	madc	cv	8/4/2016	11/21/2016
1:2016cv06443	Oppenheimer v. Rukkus, Inc.	nysdc	cv	8/14/2016	1/19/2017

1:2016cv11699	Oppenheimer et al v. Entercom Communications Corp. et al	madc	cv	8/19/2016	3/22/2017
1:2016cv00284	Oppenheimer v. Lancaster, IV et al	ncwdc	cv	8/23/2016	2/23/2017
1:2016cv01780	OPPENHEIMER v. SONGMANGO.COM, LLC	dcdc	cv	9/6/2016	12/7/2016
1:2016cv12584	Oppenheimer et al v. Her Campus Media, LLC et al	madc	cv	12/22/2016	5/25/2017
1:2017cv00082	Oppenheimer v. Roadtrippers, Inc. et al	ohsdc	cv	2/6/2017	6/30/2017
1:2017cv00168	Oppenheimer v. Van Noord et al	miwdc	cv	2/17/2017	9/25/2017
3:2017cv00110	Oppenheimer v. Capstone Apartment Partners, LLC, et al	ncwdc	cv	3/6/2017	4/28/2017
4:2017cv00211	Oppenheimer et al v. Red Sage, Inc. et al	mowdc	cv	3/22/2017	10/10/2017
2:2017cv00863	Oppenheimer et al v. Shirley et al	scdc	cv	3/31/2017	7/24/2017
4:2017cv00045	Oppenheimer v. Vybe Sunglasses, LLC et al	ncedc	cv	4/6/2017	7/19/2017
1:2017cv11402	Performance Impressions, LLC et al v. CIEE, Inc.	madc	cv	7/31/2017	11/28/2017
1:2017cv00284	Oppenheimer v. Chesnut-Toupin et al	ncwdc	cv	10/11/2017	9/28/2018
1:2017cv00303	Oppenheimer v. The Country Club of Sapphire Valley, Inc. et al	ncwdc	cv	11/1/2017	3/27/2018
2:2017cv03266	Oppenheimer et al v. Carolina Sun Properties LLC	scdc	cv	12/4/2017	2/20/2018
1:2018cv00359	Oppenheimer v. Affinity Classics, L.L.C.	codc	cv	2/13/2018	12/4/2018
1:2018cv00118	Oppenheimer v. Sikorra et al	ncwdc	cv	5/1/2018	8/8/2018
1:2018cv05330	Oppenheimer et al v. Vertical Systems Analysis Inc.	nysdc	cv	6/13/2018	8/3/2018
1:2018cv00252	Oppenheimer v. Kenney	ncwdc	cv	9/5/2018	11/26/2019
1:2018cv00257	Oppenheimer v. Fitzpatrick et al	ncwdc	cv	9/11/2018	1/18/2019
1:2018cv00272	Oppenheimer v. Griffin et al	ncwdc	cv	9/24/2018	12/31/2019
2:2018cv02691	Oppenheimer v. Goldklang Group, The et al	scdc	cv	10/2/2018	10/2/2019

2:2018cv02691	Oppenheimer v. Goldklang Group, The et al	scdc	cv	10/2/2018	10/2/2019
1:2018cv00297	Oppenheimer v. Storrow et al	ncwdc	cv	10/19/2018	9/6/2019
1:2018cv10014	Oppenheimer et al v. Crain Communications, Inc.	nysdc	cv	10/30/2018	12/26/2018
1:2018cv00342	Oppenheimer v. Bennett et al	ncwdc	cv	11/26/2018	1/8/2019
1:2018cv00361	Oppenheimer vs Mountain Area Health Education Center, Inc.	ncwdc	cv	12/17/2018	1/29/2020
9:2018cv81734	Oppenheimer v. Five Linx, LLC	flsdc	cv	12/19/2018	12/19/2018
9:2018cv81735	Oppenheimer v. Five Linx, LLC	flsdc	cv	12/19/2018	3/29/2019
1:2018cv00368	Oppenheimer v. Brafford	ncwdc	cv	12/26/2018	4/24/2019
1:2019cv00002	Oppenheimer v. Morgan et al	ncwdc	cv	1/3/2019	10/4/2019
3:2019cv00024	Oppenheimer v. Moore et al	ncwdc	cv	1/17/2019	
2:2019cv00303	Oppenheimer v. Century 21 Properties Plus et al	scdc	cv	2/1/2019	4/30/2019
2:2019cv00409	Oppenheimer v. Fuller et al	scdc	cv	2/12/2019	4/16/2020
1:2019cv00878	OPPENHEIMER v. WALT EVANS DECORATORS, INC et al	insdc	cv	3/1/2019	7/26/2019
3:2019cv00546	Oppenheimer v. Shacklett et al	txndc	cv	3/5/2019	11/18/2019
2:2019cv00150	Oppenheimer v. Joey Merkle Burch LLC et al	flmdc	cv	3/12/2019	7/2/2019
1:2019cv00984	Oppenheimer v. EDM Network, LLC, The	codc	cv	4/3/2019	7/8/2019
1:2019cv00985	Oppenheimer v. EDM Network, LLC, The	codc	cv	4/3/2019	4/4/2019
1:2019cv00423	Oppenheimer v. Deiss et al	txwdc	cv	4/16/2019	9/4/2020
1:2019cv00199	Oppenheimer v. Plash et al	alsdc	cv	4/18/2019	6/19/2019
1:2019cv00132	Oppenheimer v. Seago et al	ncwdc	cv	4/18/2019	9/12/2019
3:2019cv00198	Oppenheimer v. Stingray Group, Inc. et al	ncwdc	cv	4/23/2019	3/9/2020
3:2019cv00211	Oppenheimer v. Thurner et al	ncwdc	cv	5/3/2019	5/13/2020
3:2019cv00352	Oppenheimer v. Conn-Selmer Inc	inndc	cv	5/6/2019	7/24/2019
2:2019cv01384	Oppenheimer v. Pearce et al	scdc	cv	5/11/2019	8/23/2019
6:2019cv00299	FILING ERROR	txwdc	cv	5/13/2019	5/13/2019
6:2019cv00300	Oppenheimer v. Korioth et al	txwdc	cv	5/13/2019	7/25/2019
1:2019cv00747	Oppenheimer v. Korioth et al	txwdc	cv	5/13/2019	9/18/2019

1:2019cv00361	Oppenheimer v. Fogarty et al	ohsdc	cv	5/15/2019	9/19/2019
1:2019cv04551	Oppenheimer v. UG Strategies, LLC et al	nysdc	cv	5/17/2019	7/9/2020
	Oppenheimer v. Janovich et al ***Do not docket in this case. See case 5:19-cv-246-BO				
2:2019cv00020		ncedc	cv	6/13/2019	6/17/2019
5:2019cv00246	Oppenheimer v. Janovich et al	ncedc	cv	6/13/2019	11/27/2019
1:2019cv11659	Oppenheimer v. Sterling Equipment, Inc. et al	madc	cv	8/1/2019	12/23/2020
1:2019cv01052	Oppenheimer v. Superstar Tickets, Inc.	vaedc	cv	8/12/2019	5/21/2020
1:2019cv00240	Oppenheimer v. Johnson et al	ncwdc	cv	8/13/2019	7/23/2020
5:2019cv00337	OPPENHEIMER v. BERRY, et al.	gamdc	cv	8/20/2019	3/23/2020
7:2019cv08573	Oppenheimer et al v. The Masters School	nysdc	cv	9/16/2019	11/7/2019
1:2019cv00282	Oppenheimer v. Episcopal Communicators, Inc.	ncwdc	cv	9/30/2019	9/3/2020
2:2019cv00189	Oppenheimer v. Mountain States Health Alliance et al	tnedc	cv	10/24/2019	4/20/2021
1:2019cv04885	Oppenheimer v. Private Eye Limo, LLC et al	gandc	cv	10/30/2019	4/6/2020
5:2019cv00148	Oppenheimer v. Wilson	ncwdc	cv	11/8/2019	1/9/2020
6:2019cv03274	Oppenheimer v. Friends of the Greenville Zoo Inc et al	scdc	cv	11/20/2019	8/13/2020
1:2019cv00356	Oppenheimer v. Purkey et al	ncwdc	cv	12/23/2019	5/26/2020
1:2019cv01127	Oppenheimer v. Stringfellow et al	alsdc	cv	12/26/2019	5/22/2020
2:2019cv03590	Oppenheimer v. Scarafale et al	scdc	cv	12/30/2019	Ongoing
1:2020cv00151	Oppenheimer v. Adventure Projects, Inc.	codc	cv	1/17/2020	6/26/2020
3:2020cv00423	Oppenheimer v. Allison et al	txndc	cv	2/20/2020	4/9/2020
1:2020cv00152	Oppenheimer v. Robison et al	alsdc	cv	3/12/2020	12/30/2020
1:2020cv00570	Oppenheimer v. Hippsley, et al.	ohndc	cv	3/16/2020	8/10/2020
2:2020cv10913	Oppenheimer v. SoulTracks, LLC et al	miedc	cv	4/9/2020	7/6/2020
3:2020cv00297	Oppenheimer v. A.C. Schultes of Carolina, Inc. et al	ncwdc	cv	5/27/2020	3/12/2021
1:2020cv01451	OPPENHEIMER v. WL MAGAZINE GROUP, LLC	dcdc	cv	6/1/2020	Ongoing

1:2020cv03227	Oppenheimer v. KMW Communities, LLC	ilndc	cv	6/1/2020	9/8/2020
1:2020cv00128	Oppenheimer v. Rowley et al	ncwdc	cv	6/1/2020	4/5/2021
2:2020cv02630	Oppenheimer v. IFS Group Inc et al	scdc	cv	7/16/2020	ongoing
4:2020cv02747	Oppenheimer v. Luetchford et al	txsdc	cv	8/6/2020	4/14/2021
3:2020cv05690	Oppenheimer v. Kurland et al	candc	cv	8/14/2020	
3:2020cv01114	Oppenheimer v. Schultz et al	flmdc	cv	9/30/2020	1/12/2021
1:2020cv00288	Oppenheimer v. Cashiers Area Chamber of Commerce, Inc.	ncwdc	cv	10/8/2020	1/11/2021
2:2020cv04219	Oppenheimer v. Williams et al	scdc	cv	12/6/2020	ongoing
1:2020cv07719	Oppenheimer v. Zencity, Inc. et al	ilndc	cv	12/23/2020	3/18/2021
1:2021cv00280	Oppenheimer v. Gary et al	scdc	cv	1/28/2021	4/12/2021
1:2021cv00648	Oppenheimer v. PrimeSport, LLC et al	gandc	cv	2/12/2021	Ongoing
5:2021cv01382	Oppenheimer v. Prutton	candc	cv	2/25/2021	Ongoing
3:2021cv03494	OPPENHEIMER v. ALBRIGHT et al	njdc	cv	2/25/2021	Ongoing
3:2021cv01422	Oppenheimer v. Plexuss, Inc.	candc	cv	2/26/2021	Ongoing
2:2021cv00626	Oppenheimer v. High Tide Real Estate Group Inc et al	scdc	cv	3/3/2021	Ongoing
1:2021cv01099	Oppenheimer v. Old Cashiers Realty, Inc. et al	gandc	cv	3/17/2021	Ongoing
1:2021cv00078	Oppenheimer v. Cooley et al	ncwdc	cv	3/22/2021	Ongoing
1:2021cv04364	Oppenheimer v. City Island Chamber of Commerce Inc. et al	nysdc	cv	5/14/2021	Ongoing
1:2021cv04834	Oppenheimer v. Workville, LLC et al	nysdc	cv	6/1/2021	Ongoing
1:2021cv02961	Oppenheimer v. First Step Trademarks, LLC et al	ilndc	cv	6/2/2021	Ongoing

3. Identify all instances in which you have in any way asserted copyright-related rights (including without limitation claims of removal or alteration of copyright management information) – whether via litigation, cease and desist letters, demand letters, or otherwise – *in the Image* against any third party, including any allegations of infringement, and state in US Dollars any amount(s) recovered by you via judgment, award, settlement, or otherwise for each such instance.

ANSWER:

Plaintiff objects to this request on the basis that it is overbroad, vague, ambiguous and calls for information that is equally accessible to Defendant through public records. Plaintiff further objects to this request on the basis that it calls for information that is irrelevant to any claim or defense of any party to this litigation and is not proportionate to the needs of the case. Plaintiff objects to this interrogatory to the extent that it seeks information which is protected by the attorney-client, work-product, and/or investigation privilege regarding the research of unrelated and irrelevant third party infringers. Plaintiff further objects to this interrogatory on the basis that it calls for information – such as amount(s) recovered – that are protected under strict confidentiality agreements and cannot be disclosed under said agreements.

Subject to and without waiver of these objections, other than the actions taken against the Defendants named in the instant lawsuit, Oppenheimer has not asserted copyright-related rights in the Image against any third party.

SUPPLEMENTAL RESPONSE:

Subject to and without waiver of the objections above, please see Plaintiff's response to Interrogatory No. 2.

4. To the extent not identified in response to the foregoing interrogatories, identify all instances in which you have in any way asserted copyright-related rights (including without limitation claims of removal or alteration of copyright management information) – whether via litigation, cease and desist letters, demand letters, or otherwise – *in any copyright-protected works* against any third party and state in US Dollars any amount(s) recovered by you via judgment, award, settlement, or otherwise for each such instance.

ANSWER:

Plaintiff objects to this request on the basis that it is overbroad, vague, ambiguous and calls for information that is equally accessible to Defendant through public records. Plaintiff further objects to this request on the basis that it calls for information that is irrelevant to any claim or defense of any party to this litigation and is not proportionate to the needs of the case. Plaintiff objects to this interrogatory to the extent that it seeks information which is protected by the attorney-client, work-product, and/or investigation privilege regarding the research of unrelated and irrelevant third party infringers. Plaintiff further objects to this interrogatory on the basis that it calls for information – such as amount(s) recovered – that are protected under strict confidentiality agreements and cannot be disclosed under said agreements.

Subject to and without waiver of these objections, all such records are publicly available at pacer.gov.

SUPPLEMENTAL RESPONSE:

Subject to and without waiver of the objections above, please see Plaintiff's response to Interrogatory No. 2.

5. For each of the last ten years, state in US Dollars the total amounts per year recovered via judgment, award, settlement, or otherwise by you by asserting rights – whether via litigation, cease and desist letters, demand letters, or otherwise – in any copyright-related rights (including without limitation claims of removal or alteration of copyright management information) against any third party.

ANSWER:

Plaintiff objects to this request on the basis that it is overbroad, vague, ambiguous and calls for information that is equally accessible to Defendant through public records. Plaintiff further objects to this request on the basis that it calls for information that is irrelevant to any claim or defense of any party to this litigation and is not proportionate to the needs of the case. Plaintiff objects to this interrogatory to the extent that it seeks information which is protected by the attorney-client, work-product, and/or investigation privilege regarding the research of unrelated and irrelevant third party infringers. Plaintiff further objects to this interrogatory on the basis that it calls for information – such as amount(s) recovered – that are protected under strict confidentiality agreements and cannot be disclosed under said agreements.

SUPPLEMENTAL RESPONSE:

Subject to and without waiver of the objections above, please see the non-confidential settlement agreements entered into by Plaintiff relating to and/or concerning Plaintiff asserting copyright-related rights against third parties produced herewith and bate-numbered Oppenheimer-Ripley 000093 – Oppenheimer-Ripley000149 (AEO).

6. Describe, in your own words, the nature of your business, the services and products, and the business model by which you generate revenue.

ANSWER:

Plaintiff objects to this interrogatory because it is overbroad, unduly burdensome, and unlimited in time and scope. Plaintiff also objects to this interrogatory because it is vague and ambiguous as the term “business” is undefined and unspecified.

Subject to and without waiver of these objections, Performance Impressions, LLC offers photograph print sales and licensing of photographs for a fee. Oppenheimer creates the photographs that are licensed and/or sold through individual prints through Performance Impressions, LLC. Oppenheimer also offers commercial aerial photography services for a fee. Hamlit, LLC offers long term residential rentals in the Asheville, North Carolina area.

7. For each of the last ten years, state in US Dollars the gross revenues per year generated by way of your business as well as your professional services and products. To avoid confusion, this amount should exclude any amounts recovered by you via judgment, award, settlement, or otherwise by you by asserting rights – whether via litigation, cease and desist letters, demand letters, or otherwise – in any copyright rights against any third party.

ANSWER:

Plaintiff objects to this interrogatory because it is overbroad and unduly burdensome. Plaintiff further objects to this interrogatory because it calls for information that is confidential, proprietary business and/or trade secret information which, if disclosed could give others a competitive advantage. Plaintiff further objects to this interrogatory because it calls for records relating to licensing fees or other revenues received by Plaintiff for use of his images from persons or entities other than this Defendant. Any documents relating to any license fees from anyone other than the

Defendant or that relate to any images other than the Image at issue, are unrelated to any claim or defense of any party to this litigation and therefore, not proportionate to the needs of the case.

8. Describe in detail how, when, where, and in what format you created the Image, including but not exclusive to how the Image was obtained (e.g. via drone, helicopter, etc.), where you were physically situated at the time, whether you received permission from any person or entity to take the Image, and if applicable, how and when you added any copyright notices, watermarks, or otherwise modified the Image.

ANSWER:

Plaintiff objects to this interrogatory on the basis that it is vague and ambiguous; using the term “format” as it relates to the creation of a photograph without providing definition and/or context.

Subject to and without waiver of this objection, on or around May 18, 2015 at approximately 5:11 PM, Oppenheimer boarded a helicopter that had both rear doors removed for the purpose of capturing aerial photographs. Oppenheimer sat in the rear of the helicopter reaching out of the open rear right door in manual exposure mode, holding the camera in one hand while the other hand kept a tight grip on the lens while above or next to the Ashley River in South Carolina. Oppenheimer captured the Image at issue in Nikon Electronic Format (“NEF”). After the helicopter trip – but prior to publication – Oppenheimer added the notice of copyright in the metadata of the Image and onto the lower right-hand corner of the image as a watermark. The Image was then published on or before July 1, 2014.

AMENDED RESPONSE:

Plaintiff objects to this interrogatory on the basis that it is vague and ambiguous; using the term “format” as it relates to the creation of a photograph without providing definition and/or context.

Subject to and without waiver of this objection, on or around May 18, 2014, at approximately 5:11 PM, Oppenheimer boarded a helicopter that had both rear doors removed for the purpose of capturing aerial photographs. Oppenheimer sat in the rear of the helicopter reaching out of the open rear right door in manual exposure mode, holding the camera in one hand while the other hand kept a tight grip on the lens while above or next to the Ashley River in South Carolina. Oppenheimer captured the Image at issue in Nikon Electronic Format (“NEF”). After the helicopter trip – but prior to publication – Oppenheimer added the notice of copyright in the metadata of the Image and onto the lower right-hand corner of the image as a watermark. The Image was then published on or before July 1, 2014.

9. Identify all websites, URLs, or other locations where the Image was placed by you or anyone acting on your behalf or with your permission.

ANSWER:

Plaintiff objects to this interrogatory because it is overbroad, unduly burdensome, vague, ambiguous, and unlimited in time and scope.

Subject to and without waiver of these objections, Plaintiff published the Image on the following websites:

- Performanceimpressions.com
- http://54.166.87.126/wp-content/gallery/charleston-south-carolina-travel-photography-spring-2014/Ripley_Light_Yacht_Club_Charleston_DSC7129.jpg
- <https://www.flickr.com/photos/livemusicphotography/14553807855>
- <https://live.photoshelter.com/gallery-image/Charleston-South-Carolina-Aerial-and-Travel-Photography/G00000OcnH7yuNbU/I0000pFvANdGv6YE>

10. Identify all websites, URLs, or other locations where you know the Image to be present, or where it has been present in the past.

ANSWER:

Plaintiff objects to this interrogatory because it is unreasonably cumulative and duplicative of Interrogatory No. 9 above. Plaintiff also objects to this interrogatory because it is overbroad, unduly burdensome, vague, ambiguous, and unlimited in time and scope.

Subject to and without waiver of these objections, Plaintiff published the Image on the following websites:

- Performanceimpressions.com
- <https://www.performanceimpressions.com/travel-photography/charleston-travel-photography-may-2014/>
- http://54.166.87.126/wp-content/gallery/charleston-south-carolina-travel-photography-spring-2014/Ripley_Light_Yacht_Club_Charleston_DSC7129.jpg
- <https://www.flickr.com/photos/livemusicphotography/14553807855>
- <https://live.photoshelter.com/gallery-image/Charleston-South-Carolina-Aerial-and-Travel-Photography/G00000OcnH7yuNbU/I0000pFvANdGv6YE>
- https://www.performanceimpressions.com/Charleston_SC_Travel_Photos_May_2014/content/Ripley_Light_Yacht_Club_Charleston_DSC7129_large.html

Plaintiff has discovered that Defendants, or someone at their direction – without license or authorization – copied Oppenheimer's Image and published it on Defendants' Facebook page at

www.facebook.com/pg/RipleyLightYachtClub/photos; on a Facebook post at www.facebook.com/RipleyLightYachtClub/posts/1620050395632913; and on the Defendants' website at ripleylightyachtclub.com, all for the purpose of advertising and marketing Defendants' private marina and their business in general. Oppenheimer also discovered the infringing Image on the following URLs:

- <https://img1.wsimg.com/isteam/ip/5e348ce9-05cd-4e0d-9c87-75396c223493/476de9f1-63f9-4ba3-a1c9-461934e63e27.jpg?rs=w:223,h:223,cg:true,m/cr=w:223,h:223>
- <https://img1.wsimg.com/isteam/ip/5e348ce9-05cd-4e0d-9c87-75396c223493/476de9f1-63f9-4ba3-a1c9-461934e63e27.jpg>
- https://scontent-atl3-1.xx.fbcdn.net/v/t31.0-8/18209322_1680023282302291_3081456682495449958_o.jpg?oh=424560b9d92df81fa4c00f419adfee2c&oe=5AC22CDD

Oppenheimer further discovered that Defendants used the Image to create a business card for Defendant Poe and that at least 500 copies were printed therefrom.

Plaintiff reserves the right to supplement this answer as discovery has just begun.

11. Describe in detail the pricing model for the Image, including but not exclusive to how much the Image would cost in to license and/or purchase.

ANSWER:

Plaintiff objects to this interrogatory because it calls for information that is confidential, proprietary business and/or trade secret information which, if disclosed could give Defendants a competitive advantage.

Subject to and without waiver of this objection, Plaintiff refers Defendants to its Rule 26(a) Disclosures. Speaking further but without waiver of the above, a one-year, nonexclusive, nationwide license to use the copyright-protected aerial photographs made subject to this lawsuit for promotional purposes on a *single website* would cost approximately \$3,170. Use on social media post (i.e. Facebook post) for regional business web promotional use, up to fully page for one (1) year would cost approximately \$1,660. Use on social media cover page (i.e. Facebook cover page) for a business profile banner image for one (1) year would cost approximately \$2,802. Use on under 1,000 business cards would cost approximately \$595.

Plaintiff reserves the right to supplement this answer as discovery has just begun.

12. Identify and describe in US Dollars all gross revenues generated from your alleged ownership of or other copyright rights associated with the Image, including any gross revenues from any sales of the Image, any licensing of the Image, or any other revenues that you contend flow from your ownership of any rights in the Image. To avoid confusion, this amount should exclude any amounts recovered by you via judgment, award, settlement, or otherwise by you by asserting rights – whether via litigation, cease and desist letters, demand letters, or otherwise – in any copyright-related rights against any third party.

ANSWER:

Plaintiff objects to this interrogatory because it is overbroad and unduly burdensome. Plaintiff also objects to this interrogatory because it calls for information that is confidential, proprietary business and/or trade secret information which, if disclosed could give others a competitive advantage. Plaintiff further objects to this interrogatory because it calls for records relating to licensing fees or other revenues received by Plaintiff for use of his images from persons or entities other than this Defendant. Information relating to any license fees from anyone other than the Defendant are unrelated to any claim or defense of any party to this litigation and therefore, not proportionate to the needs of the case.

Subject to and without waiver of this objection, Oppenheimer has not licensed – nor sold print copies of – the Image at issue in this suit. Plaintiff reserves the right to supplement this answer as discovery has just begun.

13. Describe in detail how and on what date you identified or came to be aware of Defendants' alleged use of the Image, as identified in Paragraphs 14-15 of the Complaint.

ANSWER:

Plaintiff objects to this interrogatory on the basis that it is vague and ambiguous with regard to its use of the phrase “in detail” as it relates to “how” Plaintiff discovered the infringement at issue. Plaintiff also objects to this interrogatory on the basis that it is unreasonably cumulative and duplicative, and seeks information already provided in Plaintiff’s Complaint.

Subject to and without waiver of this objection, Plaintiff generally refers Defendants to paragraphs 14 and 15 of the Complaint. On or about December 12, 2017, likely through a Google search, Oppenheimer discovered that Defendants were displaying his Image on at least the following URLs:

- www.facebook.com/pg/RipleyLightYachtClub/photos

- www.facebook.com/RipleyLightYachtClub/posts/1620050395632913
- www.ripleylightyachtclub.com
- <https://img1.wsimg.com/isteam/ip/5e348ce9-05cd-4e0d-9c87-75396c223493/476de9f1-63f9-4ba3-a1c9-461934e63e27.jpg?/:rs=w:223,h:223,cg:true,m/cr=w:223,h:223>
- <https://img1.wsimg.com/isteam/ip/5e348ce9-05cd-4e0d-9c87-75396c223493/476de9f1-63f9-4ba3-a1c9-461934e63e27.jpg>
- https://scontent-atl3-1.xx.fbcdn.net/v/t31.0-8/18209322_1680023282302291_3081456682495449958_o.jpg?oh=424560b9d92df81fa4c00f419adfee2c&oe=5AC22CDD

Oppenheimer further discovered that Defendants used the Image to create a business card for Defendant Poe and that at least 500 copies were printed therefrom.

Plaintiff reserves the right to supplement this answer as discovery has just begun.

SUPPLEMENTAL RESPONSE:

Subject to and without waiver of the objections above, stating further, Oppenheimer discovered the initial online infringements by uploading the Image at issue onto Google Images' "Search by Image" function, which returned at least one (1) of the URLs listed above. While he does not recall a specific motivation for choosing the Image at issue, Oppenheimer was generally motivated to conduct this search in an attempt to maintain control over his intellectual property and to find and eliminate any instances of unauthorized use. Oppenheimer did not enter any written search terms, parameters, and/or other information in this search. He simply uploaded the Image onto Google and located the URLs identified above from the list returned from the "Search by Image" function.